UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

DEBORAH BELLE,)		
individually, and on behalf)		
of all others similarly situated,)		
Plaintiffs,)		
V.)	NO.	L 02 CV 3309
NCO FINANCIAL SYSTEMS, INC.,)		
a Pennsylvania Corporation)		
)		
and)		
)		
JOHN DOE)		
)		
Defendants.)		

AFFIDAVIT OF DEBORAH BELLE

I, Deborah Belle, being duly sworn on oath, depose and state that I am the Plaintiff in the above-referenced case and I have first hand knowledge of the following facts and could competently swear thereto if called to testify in a court of law:

- 1. On October 10, 2001, I spoke with a representative of NCO Financial Systems, Inc. ("NCO") via the telephone.
- 2. The representative informed me that his name was Mr. Ewald and the purpose of his call was to collect payment on my American Express account.
- 3. I informed Mr. Ewald that I needed to check the balance in my checking account and as soon as I verified the amount of funds that I had available, I would mail NCO a payment.
- 4. Mr. Ewald informed me that this would not be acceptable because that due to the events that occurred on September 11, 2001, it was NCO's policy to no longer accept payments through the mail. Mr. Ewald informed me that instead I needed to provide him with post-dated checks.
- 5. Because I felt pressured by Mr. Ewald and because I believed that it was a policy of NCO to now require post-dated checks and that NCO would not accept payments through the mail, I provided Mr. Ewald with three post-dated checks, check numbers 1519, 1520, 1521, each in the amount of \$275.00. I provided him these checks over the telephone.

- 6. Later in the month, when I realized that I did not have sufficient funds in my checking account to cover the amount of the first post-dated check, check number 1519, I provided to Mr. Ewald, I contacted Mr. Ewald again and requested that the amount of the first post-dated check be changed from \$275.00 to \$175.00.
- 7. Mr. Ewald informed me that he would change this amount.
- 8. On November 3, 2001, check number 1519 was cashed in the amount of \$275.00.
- 9. Prior to the time that this check was cashed by NCO, I did not receive any correspondence from NCO stating the date that it intended to cash my check.
- 10. After I noticed that this check had cleared my bank in the amount of \$275.00 instead of \$175.00 as I had requested, I contacted Mr. Ewald again to inquire why the check was not changed to \$175.00. I requested that the two additional checks I provided him be destroyed. Mr. Ewald informed me that he would destroy these two checks.
- On November 26, 2001, I received a notice from NCO stating that it intended to deposit the second post-dated check I had provided it.
- 12. Because I had requested that the other two post-dated checks I provided to NCO be destroyed and it did not appear that this had occurred, I placed a stop-payment on these two checks.
- 13. As a result of the amount of the first check not being properly decreased and the other two checks not being properly destroyed, I incurred unnecessary bank charges, emotional distress and mental anguish.

DATED: April 15, 2004

Mouh Bull
Deborah Belle

STATE OF MARYLAND

COUNTY OF MONIGORERY)

Subscribe and sworn to before me this day of April, 2004.

Notary Public

JENNY H. SMITH NOTARY PUBLIC STATE OF MARYLAND My Commission Expires June 29, 2004